

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE TOWN OF PROSPER,  
TEXAS AND THE CITY OF FRISCO, TEXAS, FOR HOUSEHOLD HAZARDOUS WASTE  
DISPOSAL AND REUSE PROGRAM**

**THIS AGREEMENT** is made and entered into by and between the CITY OF FRISCO, a home-rule municipal corporation located in Collin and Denton Counties, Texas ("Frisco"), and the TOWN OF PROSPER, a home-rule municipal corporation located in Collin and Denton Counties, Texas ("PROSPER").

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the act; and

WHEREAS, the collection, transportation, processing and disposal of solid waste and recyclable materials is a governmental function of which both FRISCO and PROSPER are engaged for the benefit of their citizens; and

WHEREAS, FRISCO and PROSPER recognize the benefit of recycling as a means of reducing solid waste disposal and preserving and protecting the health, safety, and welfare of their citizens; and

WHEREAS, for several years FRISCO has operated an Household Hazardous Waste ("HHW") collection program ("HHW Collection Program") in which certain recyclable or reusable HHW items are collected and recycled through the City's HHW Collection Facility for the benefit of its citizens, as more particularly described in **Exhibit A**, attached hereto and incorporated herein for all purposes; and

WHEREAS, FRISCO maintains and operates a HHW Collection Facility at 6616 Walnut Street, Frisco, Texas ("HHW Collection Facility"). The HHW Collection Facility is used for sorting and stocking HHW items collected for reuse and disposal; and

WHEREAS, PROSPER wants to start utilizing Frisco's HHW Collection Facility for the proper disposal of possibly hazardous materials delivered by PROSPER residents; and

WHEREAS, HHW recycling is a common governmental interest shared by both cities, and joint use of FRISCO'S HHW Reuse Facility will benefit the public health, and safety and welfare of the citizens of FRISCO and PROSPER; and

WHEREAS, FRISCO and PROSPER have current funds available to satisfy and fees or expenses incurred pursuant to this Agreement.

NOW, THEREFORE, FRISCO and PROSPER, for the mutual consideration hereinafter stated agree as follows:

**I.**

**EFFECTIVE DATE**

The effective date of this Agreement shall be April 1, 2010.

**II.**

**TERM**

The initial term of this Agreement shall be for the period of one (1) year, beginning on April 1, 2010 and ending September 30, 2010. Thereafter, upon mutual agreement of the parties hereto, this Agreement may be renewed annually for five (5) successive one (1) year terms commencing on October 1 of each year, unless terminated earlier by either FRISCO or PROSPER as set forth below.

**III.**

**DUTIES OF PARTIES**

1. FRISCO will assist PROSPER with start-up of PROSPER's participation and use of FRISCO's HHW Collection Facility by providing literature, policies, procedures, and other operational guidelines from FRISCO's HHW Collection Program.
2. FRISCO will sort and stock the HHW materials delivered to FRISCO'S HHW Collection Facility from PROSPER residents only; no commercial accounts will be accepted. Any over abundance of a single item, as solely determined by FRISCO, will be considered as

commercial waste and will not be accepted. FRISCO will only accept HHW materials identified in the attached **Exhibit A** as acceptable material from PROSPER residents who also provide a completed Voucher (hereinafter defined) obtained from PROSPER's designated departmental office.

3. FRISCO reserves the right to reject, in its sole discretion, any and all HHW materials, or other solid waste, delivered by PROSPER residents.
4. FRISCO will make the HHW Collection Facility available to citizens of PROSPER during regular HHW materials' collection times identified in **Exhibit B**, attached hereto and incorporated herein for all purposes. Use of the HHW Collection Facility by residents of PROSPER is limited to pick up of sorted and stocked items in accordance with the policies of the HHW Collection Facility.
5. Under no circumstances will PROSPER residents be allowed to deliver HHW materials without the proper issued Voucher and identification and/or outside of designated drop off times, identified in **Exhibit B**.
6. Under no circumstances will FRISCO accept any method of payment from PROSPER residents for items not clearly authorized for delivery by the Voucher or for the additional delivery of fee-assessed items, as described in **Exhibit C**, attached hereto and incorporated herein for all purposes.
7. PROSPER agrees to issue Vouchers according to Paragraph V below.
8. PROSPER shall pay a monthly fee, as set forth in Paragraph IV below, for access and use of the HHW Collection Facility. This monthly fee will be due and payable within thirty (30) days of PROSPER's receipt of any invoice from FRISCO.
9. Upon termination of this Agreement, PROSPER shall immediately cease issuing Vouchers to PROSPER residents and shall provide written notice of the termination of this Agreement to

the citizens of PROSPER within thirty (30) days of the notice termination. Upon termination of this Agreement, FRISCO shall cease providing services to PROSPER pursuant to this Agreement. PROSPER will immediately return any remaining Vouchers to FRISCO.

#### **IV.**

##### **PAYMENT TERMS/FISCAL FUNDING**

1. PROSPER agrees to pay FRISCO a fee per redeemed voucher as identified in **Exhibit C**, attached hereto and incorporated herein for all purposes ("Vouchers") for the right to utilize the HHW Collection Facility. FRISCO will return copies of redeemed vouchers to PROSPER as proof of use along with the PROSPER invoice.
2. Additionally, Fee Associated Electronic Waste ("E-Waste") will be billed monthly according to the number of units/items collected. E-Waste will be billed separately from HHW Vouchers according to the number of computer monitors and televisions collected from PROSPER residents, in the amounts identified in **Exhibit C** and pursuant to the authorized E-Waste Voucher.
3. All fees and expenses incurred by either party as a result of its obligations hereunder shall be paid from current revenues legally available to each party respectively. FRISCO and PROSPER recognize that the continuation of any contract after the close of any given fiscal year, which fiscal years ends on September 30th of each year, shall be subject to approval by the City Council of FRISCO and Town Council of PROSPER, respectively. In the event that the City Council of FRISCO or Town Council of PROSPER do not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligation hereunder except the payment of outstanding invoices.

**V.**

**VOUCHERS**

1. This Agreement entitles PROSPER to an unlimited amount of HHW and E-Waste Vouchers annually. Each Voucher will have a value ascribed to it as identified in **Exhibit C**. Vouchers requested by PROSPER are valid until the end of the subject fiscal year or thirty (30) days from issuance, whichever is longer. All Vouchers not redeemed at the HHW Collection Facility within the time period proscribed herein will be forfeited.
2. FRISCO will print and distribute vouchers to PROSPER to be dispersed to PROSPER residents.
3. Vouchers will have separate fields that must be clearly marked for HHW drop off and/or E-Waste drop off, as shown on **Exhibit D**.
4. Vouchers must be accurately completed by PROSPER representatives with a required PROSPER approving stamp, supplied by FRISCO. Failure to produce accurately completed Vouchers will result in non-collection of items delivered by PROSPER residents.
5. Vouchers issued for fee assessed items will be paid to PROSPER by PROSPER residents. No form of payment from any resident will be accepted at the HHW Collection Facility.
6. Pricing of Vouchers will be reassessed by FRISCO at the beginning of each fiscal year.

**VI.**

**TERMINATION**

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, PROSPER shall pay all fees that may be due and owing up to and including the effective date of termination of this Agreement.

**VII.**

**NOTICE**

Notice as required by this Agreement shall be in writing and delivered to the parties via facsimile or certified mail at the addressed listed below:

**PROSPER**

Frank Jaromin  
Director of Public Works  
P.O. Box 307  
Prosper, TX 75078  
Telephone: 972-346-2640  
Fax: 972-346-9335  
Email: [frank.jaromin@prospertx.gov](mailto:frank.jaromin@prospertx.gov)

**FRISCO**

Pippa Couvillion  
Environmental Services Division Manager  
6101 Frisco Square Blvd.  
Frisco, TX 75034  
Telephone: 972-292-5910  
Fax: 972-731-4946  
Email: [pcouvillion@friscotexas.gov](mailto:pcouvillion@friscotexas.gov)

**With copy to:**

Rebecca Brewer  
Abernathy, Roeder, Boyd & Joplin P.C.  
1700 Redbud Blvd. Suite 300  
McKinney, TX 75069  
Telephone: 214-544-4000  
Fax: 214-544-4040  
Email: [rbrewer@abernathy-law.com](mailto:rbrewer@abernathy-law.com)

Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

## **VIII.**

### **HOLD HARMLESS**

To the extent allowed by law, each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with said party's performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

In the event of joint or concurrent negligence of the parties to this Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. FRISCO shall be responsible for its sole negligence. PROSPER shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **IX.**

### **AGENCY**

FRISCO and PROSPER agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own act, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

**X.**

**ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between FRISCO and PROSPER and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**XI.**

**VENUE**

The laws of the State of Texas shall govern this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto. This Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

**XII.**

**SEVERABILITY**

The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law or contrary to any rule or regulation having the force and effect of the law; such decisions shall not affect the validity of the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate the Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

**XIII.**

**AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. FRISCO has executed this Agreement pursuant to a duly authorized City Council Resolution No. \_\_\_\_\_ dated



\_\_\_\_\_, 2010. PROSPER has executed this Agreement pursuant to a duly authorized Town Council Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2010.

**XIV.**

**ASSIGNMENT OF AGREEMENT**

The parties hereby agree that the duties and obligations arising under this Agreement cannot be assigned or sublet without the prior written consent of both FRISCO and PROSPER.

**XV.**

**INTERPRETATION OF AGREEMENT**

This is a mutually negotiated Agreement. Should any part of this Agreement be in dispute, the parties agree that this document shall not be construed more favorably for either party.

**XVI.**

**GOVERNMENTAL IMMUNITY RESERVED**

It is expressly understood and agreed that, in the execution of this Agreement, the parties do not waive, nor shall they be deemed hereby to have waived any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligation, express or implied, other than those set forth herein.

**XVII.**

**REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of the Agreement may be waived without the express written consent of both parties. It is further agreed that one or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

Executed in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2010.

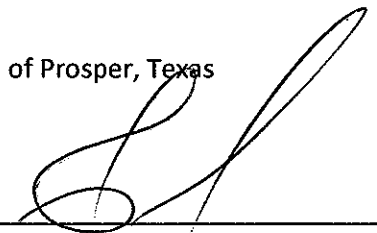
Approved as to Form:

By: \_\_\_\_\_  
Rebecca Brewer  
City Attorney, City of Frisco

City of Frisco, Texas

By: \_\_\_\_\_  
George Purefoy  
City Manager

Town of Prosper, Texas

By: \_\_\_\_\_  
  
Mike Land  
Town Manager

**EXHIBIT A**  
**The City of Frisco Household Hazardous Waste (HHW) Collection Program**  
**Accepted and Unaccepted Materials Will Update Automatically**  
**for Prosper Residents According to Revisions in the City of Frisco Policy**

**I. HHW Materials Accepted**

**Household Products**

Ammonia-based cleansers	Insect Sprays
Alkaline batteries	Metal polish
Bathroom cleaners	Mercury Thermometers
Drain Cleaners	Rechargeable Batteries
Fire Extinguishers	Thermostat switches (must be an intact thermostat unit)
Floor Care products	Oven Cleaners
Fluorescent bulbs	Window cleaners
Furniture Polish	

**Garden Products**

Fertilizers	Herbicides
Fungicide	Pesticides

**Pool Chemicals**

Alkaline additives	Pool cleaners
Pool chlorine	Shock treatments
Muriatic acid	

**Garage Products**

Aerosol spray paint	Motor Oil
Antifreeze	Oil based paint
Automatic transmission fluid	Oil filters
Brake fluid	Paint stripper
Car batteries and battery acid	Paint thinner
Car wax and metal polish	Power steering fluid
Diesel fuel	Primers
Gasoline	Propane tanks ( <u>BBQ &amp; Camping ONLY</u> )
Kerosene	Turpentine
Latex paint	Varnish
Lighter fluid	Wood preservative

**Electronic Waste**

Cables	Printer Cartridges
Cameras	Receivers
Cell Phones	Scanners
Keyboards	Stereos
Mice	Speakers
Printers	VCR

**All chemicals must be in original labeled containers, automotive fluids in heavy duty plastic bottles clearly labeled, gas and other flammable liquids must be in purpose designed containers.**

## **EXHIBIT A CONT.**

### **II. HHW Materials Not Accepted**

Ammunition

Arsenic

Banned substances DDT, Chlordane

Biological active and medical waste (syringes)

Chemical containers larger than five (5) gallons

Explosives

Oxygen or other compressed gas cylinders (other than BBQ and camping propane tanks)

Prescription Medication

Radioactive Material

Televisions over 36 inches

Tires

**EXHIBIT B**

**The City of Frisco Household Hazardous Waste Collection Facility Hours**

Household Hazardous Waste will only be accepted during the following hours:

**Winter Hours (October 1 - February 28)**

Wednesdays: 2 p.m. to 5 p.m.

Saturdays: 8 a.m. to 1 p.m.

**Summer Hours (March 1 - September 30)**

Wednesdays: 2 p.m. to 6 p.m.

Saturdays: 8 a.m. to 1 p.m.

The HHW Collection Facility is subject to closure, as solely determined by the City of Frisco, for inclement weather, Holidays, and certain City of Frisco Events.

## **EXHIBIT C**



### **Vouchers**

Vouchers will be issued as requested and billed at \$50.00 per redeemed voucher. A minimum of thirty (30) vouchers must be issued with each request.

### **Fee Associated Electronic Waste**

Computer Monitors	\$10/each
Televisions - less than 36"	\$15/each

**EXHIBT D  
EXAMPLE VOUCHER**

	#####	#####
The City of _____ authorizes _____ Who resides at _____ to use The Environmental Collection Center that resides at 6616 Walnut Street during normal hours of operation.		
City Staff Signature _____		Date _____  <div style="border: 1px solid black; padding: 2px; width: fit-content;">                     Chemical Drop off Validating Stamp                 </div>
List of acceptable items and information available at <a href="http://www.frisco-tx.gov">www. (Link?)</a> Questions? Contact Frisco Environmental Services at 972 292-5900  Each visit is limited to an accumulative of 50 lbs per drop off of household chemicals. Frisco reserves the right to reject any unacceptable materials or any items due to incomplete or incorrectly issued vouchers.		

**Electronic Waste  
Disposal**

Recycling fees are to be paid to the participating city prior to issue of voucher. Frisco HHW Collection Center will not accept any form of payment at time of drop off.

Computer Monitors \$10	Qty _____
Televisions \$15	Qty _____
Total _____	

Electronic Waste  
Validating Stamp

Voucher must be appropriately stamped by issuing city to be valid

**Acceptable Items:**

- Aerosol Cans
- Antifreeze
- Batteries
- Cooking Oil
- Computer equipment
- Fluorescent Bulb
- Gasoline
- Household Cleaners
- Motor Oil & Filters
- Paints, thinners, solvents, Stains
- Pesticides, herbicides, fertilizers
- Pool Chemicals

Recycling Fees will apply to:

- Computer Monitors
- Televisions less than 36"

**Unacceptable Items:**

- Ammunition
- Biological active waste (syringes, medical waste)
- Explosives
- Radioactive materials
- Prescription Medication
- Oxygen Containers
- Tires

**Hours of operation**

Winter (Oct—Feb) Wed 2PM-5PM, Sat 8AM-1PM  
 Summer (Mar—Sept) Wed 2PM-6PM, Sat 8AM-1PM  
 Center is subject to close during inclement weather,  
 Holidays, and certain City of Frisco Events.

Sample not drawn to size